Cook County Recorder

Acct. No.: 3142627

[Space Above This Line For Recording Data]

MORTGAGE

ORIGINAL

THIS MORTGAGE ("Security Instrument") is given on December 8, 1997. The mortgagor is Joanne M. Migliore as Trustee under the provisions of a certain Trust Agreement dated the 20th day of March, 1990 ("Borrower"). This Security Instrument is given to Merrill Lynch Credit Corporation and/or assigns, which is organized and existing under the laws of Delaware, and whose address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484 ("Lender"). Borrower owes Lender the principal sum of Fifty Thousand and 00/100---- Dollars (J.S. \$50,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note: (o) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; e.id (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Corrower does hereby mortgage, grant and convey to -/orx's Office Lender the following described property located in Cook County, Illinois:

see attached legal description

MOD E10- 266-15-50

which has the address of 506 South Chestnut Avenue, Arlington Heights, Illinois 60005 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurienances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 0834u (09/21/95) PJFILMTG Illinois Morigage

Form 3014 9/90 (page 1 of 7 pages)

rance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be one that it is an intermed above the insurance shall be chosen by Borrower subject to Lender's approval which shall not be not assert that an intermed above the intermed and intermed and intermed and intermed an intermed and intermed an intermed and intermed an intermed and interm Egunatious by the, hazards included which the figures corrier providing that the periods that Lender requires insurance what he chosen by Borrower subject to Lender's anarotal which shall not be against, 1055 by fire, hazards included within the lettin "extended coverage" and any other hazards, including floods on the anther transitive incurance that he maintained in the amounts and for the periods that Lender of the latest and sometimes of the latest and sometimes. Hazard or Property Insurance. Borrower shall keep the improvements now existing or bereafter erected on the same loss by first hazards including the term "extended coverage" and any other hazards, including floods or property of the prope

wer a notice identifying the lien. Bottower and satisfy the lien of take one of more actions set forth above with environment the given the giving of notice. uses that any part of the property is subject to a lieu which may attain priority over this Security instrument.

If now the identifying the flein Borrower shall satisfy the lien or more of the actions set forth above. uses that any part of the Property is subject to a lien which may attain priority over this Security Instrument. If the property is subject to a lien which may attain priority over this Security Instrument. If payment of the lieu in, legal proceedings which in the Lender's opinion operate to prevent the mountains in the holder of the lieu an appearant satisfactory to Lender subardinating the the intensity of the figures from the holder of the lieu an appearant satisfactory to Lender subardinating the thing to this Security intensity of the

pourower strait promptry instrnative any tien writer has promity over this security instrument unless montower. (a) agrees in second of the lien in a manner acceptable to Lender. (b) contests in good faith the lien by, or according to the lien in the Lender's opinion oberate the enforcement of the enforcement of the Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in anomer accentable to Lender (b) contests in good faith the lien by or where these payments directly. Bottower shall promptly furnish to Lender receipts evidencing the payments.

Remainer chall around discharge and lien which has principly over this security institution and management. oned payment. Borrower shall prompily furnish to Lender all motices of smounts to be paid under this paragraph. If indeed a payments directly morrower shall prompily furnish to Lender receibts evidencing the navments. If bilgations in the manner provided in paragraph 2. or if not paid in that manner. Borrower shall promore that monder all notices of amounts to be paid under this oaracian. If it is notices of amounts to be paid under this oaracian. If it is notices of amounts to be paid under this oaracian. If it is not paid in that manner. Borrower shall pay them on the contract of amounts to be paid under this oaracian. If it is not paid in that manner is not paid in that manner. Borrower shall promote the paid in that manner is not paid in that manner. Borrower shall promote the paid in that manner is not paid in that manner. Borrower shall be paid in that manner is not paid in the man which may altain priority over this Security Instrument, and leasehold payments of ground tents, if any stributable to meaning the manner provided in paragraph 2. Or if not oaid in that manner Borrower shall navirem on time directly to

4. Chargest Lieus. Borrower shall pay all taxes, assessments, charges, fines and imposition over this Security Instrument, and leasehold payments or ground tents. If any garrower shall pay a lease the charges and imposition of the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents. If any garrower shall be seen that the standard payments or ground tents or ground tents. If any garrower shall be seen that the standard payments or ground tents or grou has Land 2 shall be applied tirst, to any prepayment charges due under the Note; second to any prepayment to any last, to any late charges due under the Note; second to any prepayment to any last, to any last charges due under the Note. Thursent and 2 shall be applied tirst to any prepayment charges due under the Noie; second to amounts payable under

neig by Lenger. II, under paragraph 21, Lenger shall acquire of sent me property. Lenger, prior to me acquismon of sale of acquismon o Openy, shall aboly any Funds held by Lender at the time of acquisition of salt as a credit against the sums secured by this of acquisition of salt as a credit against the sums secured by this of acquisition of salt as a credit against the sums secured by this of Upon payment in full of all sums secured by this Security Instrum in Lender shall promptly refund to Borrower any vender. It, under onsperson 21. Lender shall acquire or sell the property. Lender or action or sale of

time is not sufficient to pay the escrow stems when due, Lender the amount necessary to make up the deficiency, borrower shall make up the deficiency in no more than tweive Name is not sufficient to pay the Escrow Mems when due, Lenger and more smount or the reduir metric of applicable law. It the amount of the rection to make up the deficiency. Lenger shall make up the deficiency in more than twelver at the amount of the deficiency. TOWER SOURCE STREET FRINGS IN SECONDAINCE WITH THE REQUIREMENT OF THE STREET OF THE FRINGS OF THE STREET ST Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to the excess Funds in accordance with the requirence of applicable law. If the amount of the Funds held by Lender at

natical accounting of the Funds, showing credity and debits to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds and the purpose for which each debit to the Funds was requires inferest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and linerest in writing however, the interest shall be paid on the Funds. Lender shall give to Borrower and Charge, in councellon with this oad, unless applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise. Unless an agreement is made or applicable law and interest to be baid. Lender shall not be required to hav Bortower and interest or earnings on the Funds, Bortower and

charge However, Lender may require Borrower interest on the runus and applicable taw permits and applicable taw provides otherwise. Unless an agreement is made or applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise. Unless an agreement is made or applicable law. charge. However, Lender may require Bottower to pay a one-time charge for an independent real estate tax renoring service used by Escrow Rems. Lender 1.5 such an institution) of in any rederal rome Loan many. Lender Shall apply the runds to pay the Punds and applying the Funds, annually analyzing the escrow account, or the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits Lender to make such a transmission of the funds and applicable law permits law permits law permits law applicable law permits law applicable law applicab (including Lender if Lender is such an institution whose deposits are insured by a rederal apply the Funds to pay the Ferner Lender shall apply the Funds to pay the ferner for holding and additing the Funds, annually analyzing the Funds to pay the ferner shall apply the Funds to pay the ferner for holding and additing the Funds, annually analyzing the ferrow account of the ferrow account. Or entry The Funds shall be held in an institution whose deposits are insured by a federal agency instrumentality of entity and reaction or in any Federal Home Loan Bank Lender shall anniv the Funds to navithal the Funds to navithal and the Funds to navithal the Funds to n basis of current data and reasonable eatimates of expenditures of future Escrow Reins of otherwise in accordance with applicable law.

The Funds shall be held in an institution whose debosits are insured by a federal agency, instrumentality of entity. ossis of current data and reasonable catimates of future Escrow fiems of otherwise in accordance with another law that are serviced in an amount. Under the catimate of expenditures of future Escrow fiems of otherwise in accordance with another law and the catimates of future expression of future expressions of the future of future of future of future of future of future expressions of future expressions of future expressions of future of fu

Tequine for Bostow account under the lederal Real Estate Settlement Procedures Act of 12 / 18 and mount in the lederal Real Estate Settlement Procedures Act of 12 / 18 and and an amount in the following sets a lesser amount. If so, Lender may, at the following the smount of Funds due on the following the following the smount of Funds due on the following the following the smount of Funds due on the following tequire for Borrower's escrow account not to exceed the maximum amount a length of 1974 as amended from that it will be a set of 1974 as amended from that it is a length of 1974 as amended from that it is a length of 1974 as amended from that it is a length of 1974 as amended from that it is a length of 1974 as amended from that it is a length of 1974 as amended from that it is a length of 1974 as amended from that it is a length of 1974 as amended from the find of 1974 as amended from the there is to Bottower's escrow account under the federal Real Estate Seutement Procedures. Act of 1974 as amended from time to paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow lients." Lender may, at an uncertaint not to exceed the maximum amount a lender for a federally related mortgage loan may. Eround reals on the province premiums if any, and (f) any sums payable by Bottower to Lender, in accordance with the province premiums. If any sums payable by Bottower to Lender, in accordance with the province premiums at any sums payable by Bottower to Lender, in accordance premiums it at any sum of the navment of morteage insurance premiums. These items are called "Escrow items." Lender may, at any any of the payment of morteage insurance premiums. These items are called "Escrow items." Lender may, at any of the payment of morteage insurance premiums in any of the payment of morteage insurance premiums. geomidicate insurance premiums. If any and (f) any sums payable by Bottower to Lender, in accordance with the broyistors of the property insurance premiums. (d) yearly flood insurance premiums. If any source premiums is a tien on one property insurance premiums. If any insurance premiums is a tien on one property insurance premiums. If any is a tien on one property is and (f) any sum as a tien on one property. (d) yearly flood insurance premiums, if any insurance premiums is a tien on one property. (e) yearly flood insurance premiums, if any accordance with the provisions of the property in accordance with the provisions of the provisions. assessments which may attain priority over this Security instrument as a lieu on the property. If any: (c) vearly hazard or property insurance premiums; (d) vearly floading property floading of the property floading floating floading floading floading floading floating floading floading floading floating floading floating floading floating floading floating floading floating floading floating flo

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and priority over this Security Instrument as a lien on the property: (b) yearly laxes and interest on the dear evidences by the radie and any prepayment and interest on the radies of the long and interest and principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

Funds for Taxer and Insurance Subject to another haw or to a written waiver by Lender Borrow. L. Payment of Principal and Interest: propagation and Late Charges, Bottower shall prompily pay when distributed and the Mole and any disense and late charges due under the Mole and any disense and late charges due under the Mole

UNIFORM COVENANTS. Bottower and Lender covenant and agree as follows:

Consines uniform covenants for aational use and non-uniform covenants Sometime a uniform security instrument covering real property. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall shave the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower sha', o cupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instructent and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Le der otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is began that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by 'his Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the 3 rower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security preferst. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing,
- 7. Protection of Lender's Rights in the Property. If Borrower fa's to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce taws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Bo rower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a merest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan ecured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any eacon, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Form 3014 9/90 (page 4 of 7 pages)

Security Instrument.

Instrument: However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without IT Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or a Beneficial Interest in it is

16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Security Instrument.

without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with

15. Coverning Law; Severability: This Security Instrument shall be governed by federal law and the law of the jurisdiction in

shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. stated herein or any other address Lender designates by notice to Borrower. Any notice provided for it, this Security Instrument other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any 14 Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by

refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Mote. Lender may choose to make this refund by reducing the principal owed under the Note of hy making a direct payment to Borrower. If a permitted limit; and (b) any sums already collected from Borrower which exceeded octanited limits will be refunded to Borrower. exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the

and that law is finally interpreted to that the interest or other loan charges whereto it to be collected in connection with the loan

13. Loan Charges. If the loan secured by this Security Instrumen, is subject to a law which sets maximum loan charges, with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Instrument; and (c) agrees that Lender and any other Borrower are to extend, modify, forbear or make any accommodations Property under the terms of this Security Instrument; (b) is not presonally obligated to pay the sums secured by this Security not execute the Note: (a) is co-signing this Security Instrumer, o tly to mortgage, grant and convey that Borrower's interest in the 17 Bortower's covenants and agreements shall be joint and street his Bortower who co-signs this Security Instrument but does Security Instrument shall bind and benefit the successe, s and assigns of Lender and Borrower, subject to the provisions of paragraph

12. Successors and Assigns Bound; John and Several Liability; Co-signers. The covenants and agreements of this

remedy

interest! Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or sums secured by this Security Instrumen by reason of any demand made by the original Borrower or Borrower's successors in commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the operate to release the liability of the original Borrower of Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not

11. Borrower No Rel saed; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the due date of the morrally prevents referred to in paragraphs I and 2 or change the amount of such payments,

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

this Security Instrument, whether or not then due.

authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property of to the sums secured by award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

Security, Instrument whether or not the sums are then due.

otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this immediately before the taking, unless than the amount of the sums secured immediately before the taking, unless Borrower and Lender balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair marker in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be 10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any

UNOFFICIAL COPT/85456 Fage 4 of 9

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not specified than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by Chis Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have inchrored this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then twould be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
 - 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer intelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
 - 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of my investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other fiammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radicactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree is follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration vollowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right to homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more rider sate executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument.

visions of a certain Trust Agreement dated the	Marie and outer and
-portower	
(Seal)	
-Borrower	有一次的第三名 医二氏管
(fees)	
-Borrover	
([se2]	my form
-BJCKOM6K	4
(IESS)	- RANGE COMPA
2/1/00/100	LAT IV
	s) executed by Borrower and recorded with it
othe terms and covenants contained in this Security Instrument and	s) executed by Borrower and recorded with it.
othe terms and covenants contained in this Security Instrument and	s) executed by Borrower and recorded with it.
othe terms and covenants contained in this Security Instrument and] Other(s) [specify] Y SIGNING BELOW, Borrower accepts and agrees to executed by Borrower and recorded with it,
Fixed/Adjustable Rate Rider the terms and covenants contained in this Security Instrument an] Construction/Permar, ent Loan Rider [Specify] Y. SIGNING BELOW, Borrower accepts and agrees to executed by Borrower and recorded with it.
	ider [Construction/Pe.mar.ent Loan Rider [Specify] [Y. SIGNING BELOW, Borrower accepts and agrees to executed by Borrower and agrees to executed by Borrower and recorded with it.
Fixed/Adjustable Rate Rider	Judex Cenversion Option / Periodic Rate Limits ider Construction/Permarent Loan Rider Other(s) [specify] Y SIGNING BELOW, Borrower accepts and agrees to executed by Borrower and recorded with it.
[] Adjustable Rate/ Index Conversion Option Rider [] Fixed/Adjustable Rate Rider	I Index Conversion Option Rider Judes Conversion Option / Periodic Rate Limits Juder Juder(s) [specify] Yuther(s) [specify] Succuted by Borrower accepts and agrees to
[] Conversion Options / Periodic Rate Limits Rider [] Adjustable Rate/Conversion Option Rider [] Adjustable Rate/ Index Conversion Option Rider [] Fixed/Adjustable Rate Rider	J Second Home Rider J Index Conversion Option A Periodic Rate Limits ider J Construction/Permarkent Loan Rider J Construction/Permarkent Loan Rider J Other(s) [specify] Substruction Below, Borrower accepts and agrees to executed by Borrower and recorded with it.
[] Adjustable Rate/Conversion Option Rider [] Adjustable Rate/ Index Conversion Option Rider [] Fixed/Adjustable Rate Rider	I Index Conversion Option Rider Judes Conversion Option / Periodic Rate Limits Juder Juder(s) [specify] Yuther(s) [specify] Succuted by Borrower accepts and agrees to

Form 3014 9/90 (page 6 of 7 pages)

UNOFFICIAL COPTS5456 Page 6 of 7

[Space Below]	This Line For Acknowledgment)	
STATE OF ILLINOIS) COUNTY OF COOK)ss.	STATE OF ILLINOIS COUNTY OF))ss.
the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Trustee personally	I, the undersigned, a Notary Public in an for said County, in the State aforesaid, Definition of the State aforesaid, and acknowledged that signed,	
Appointe in highlore, flustee personally (Appown to me to be the same person(s) whose hame(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed,		
sealed and delivered the said instrument as her	sealed and delivered the as	said instrument
free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of homestead.	free and voluntary act, purposes set forth, inclutherein and waiver of homestead.	ding the release
Given under my hand and official seal this <u>8th</u> day of <u>December</u> , 19 <u>97</u> .	Given under my hand and office day of	ial seal this
Wohamu Dublia	Note	· Publish
Notary Public		ary Public
Commission expires: 8/14/2001	Commission expires:	
STATE OF ILLINOIS) COUNTY OF)ss.	STATE OF ILLINOIS COUNTY OF))ss.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that	I, the undersigned, a Nota for said County, in the Sta HEREBY CERTIFY that	ate aforesaid, DO
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that	known to me to b_ the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that	
sealed and delivered the said instrument as	sealed and delivered the	said instrument
free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of homestead.	free and voluntary act, for the uses and purposes set forth, including the release therein and waiver of the right of homestead.	
Given under my hand and official seal this, day of, 19	Given under my hand and offic day of	ial seal this
Notary Public	Nota	ry Public
Commission expires:	Commission expires:	-
		

UNOFFICIAL COPY

Aroberty of Coot County Clert's Office

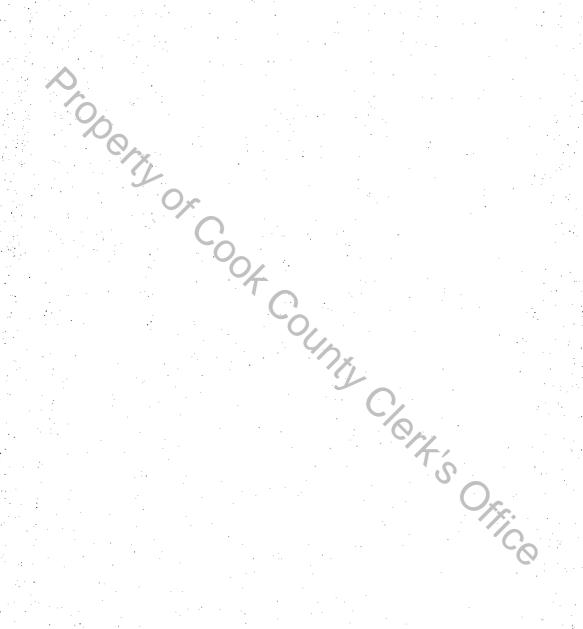
LEGAL DESCRIPTION:
LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS
ALL THAT CERTAIN PROPERTY SITUATED IN
IN THE COUNTY OF COOK, AND STATE OF ILLINOIS
AND BEING DESCRIBED IN A DEED DATED 2/01/96,
AND RECORDED 3/14/96, AMONG THE LAND RECORDS OF THE COUNTY
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:
96210045.

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS, TO WIT:

LOTS 1 AND 2 IN BLOCK 2 IN RESUBDIVISION OF LCTS 9 TO 14 IN CAROLINE PIENE'S SUBDIVISION OF THE SOUTH 50 ACRES OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

والمتعارض والمراور والمتعارض والمتعارض والمراور والمتعارض والمتعارض والمتعارض والمتعارض والمتعارض

UNOFFICIAL COPY



UNOFFICIAL COPY85456 Page 3 of 9

MORTGAGE

Title No.

TO



Merrill Lynch Credit Corporation 4802 Deer Lake Drive East Jacksonville, Florida 32246-6484

Attention: Post Closing Department

RESERVE TO IS SPACE FOR USE FOR RECORDING OFFICE

UNOFFICIAL COPY

